



## Texas Ophthalmological Association 2019 Codequest Exhibit Application

Saturday, January 26 in San Marcos – Embassy Suites Hotel  
Saturday, March 30 in Dallas - UTSW Medical Center, Gooch Auditorium  
Saturday, April 6 in Houston – Norris Conference Center

*In conjunction with the American Academy of Ophthalmology*

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Company Name (as it should appear): \_\_\_\_\_

Product/Service: \_\_\_\_\_

Representative Names: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Seminar:  San Marcos (Jan 26)       Dallas (March 30)       Houston (April 6)

I have read and agree to the rules and regulations (on reverse side)

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

### Registration Fees

\_\_\_\_ 6 foot Tabletop Exhibit      \$900 per exhibit table, per seminar

*(Make checks payable to Texas Ophthalmological Association or include credit card info below.)*

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ CVV #: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Complete Billing Address: \_\_\_\_\_

Signature: \_\_\_\_\_

*(The CVV # is the 4-digit number on the front of American Express cards or the 3-digit number on the back of other cards)*

Texas Ophthalmological Association  
401 West 15<sup>th</sup> Street, Suite 825  
Austin, Texas 78701  
512-370-1504 (phone)      512-370-1637 (fax)  
[exec@TexasEyes.org](mailto:exec@TexasEyes.org)      [www.TexasEyes.org](http://www.TexasEyes.org)  
TAX ID: 74-6062216

**Exhibitor Rules and Regulations - Codequest 2019**  
**Texas Ophthalmological Association**  
For *entire* rules and regulations, go to [www.TexasEyes.org](http://www.TexasEyes.org)

**Qualifications of an Exhibitor:** TOA Show management will, in its sole discretion, determine whether a prospective Exhibitor is eligible to participate in the TOA Show. Exhibitors shall be limited to those whose products or services are related to ophthalmic medical, professional, or practice interests. The TOA reserves the right to refuse to provide exhibit space to any exhibitor not compatible with the general character and objectives of the TOA Show, or if the TOA Show is full upon receipt of the application. Exhibits are available on a first come, first served basis. Once the exhibit hall is sold out, companies have the option of being on a wait list in the event that another company cancels.

**Assignment of Exhibit Space:**

- a) Exhibitor may consider his/her space as reserved in the TOA Show upon acceptance of the application. However, placement will not be assigned until full payment has been received.
- b) TOA Show management reserves the right to assign exhibit space, change the floor plan or move Exhibitor's exhibit space, without prior notice, if TOA Show management determines that it is in the best interest of the TOA Show.

**Payment Policy:**

- a) Payment need not accompany the signed application.
- b) Payment must be received ten working days before event in order to be listed in the on-site materials as an Exhibitor, and to avoid cancellation.
- c) Types of payment: check drawn on a US bank, credit cards (VISA, MC, AMEX). Payment may be made with credit card via [www.TexasEyes.org](http://www.TexasEyes.org).

**Cancellation by Exhibitor**

- a) A 50% refund will be made to the Exhibitor if written notice is received ten working days before event.
- b) Types of payment: check drawn or credit card credit.
- c) After these dates, no refunds will be issued. There will be no credit for resale of space.
- d) These cancellation dates will apply regardless of the date on which TOA Show accepted the Exhibitor's application.
- e) TOA assumes no responsibility for having included the name of the cancelled Exhibitor in materials related to the TOA Show.

**Cancellation by TOA:**

- a) If, after the contract is entered into, the TOA fails or is unable to provide an Exhibitor with the opportunity to exhibit at the TOA Show, due to fire, strikes, authority of the law, act of God or any other cause or reason, and the Exhibitor is not responsible for such failure, the Exhibitor's sole and exclusive remedy shall be the return of all monies that it has paid in connection with the Application/Contract. In such case, the TOA shall bear no further liability or responsibility under such agreement.
- b) If Exhibitor fails to make payment by the deadline, TOA Show management may terminate the contract.
- c) TOA Show management reserves the right to refuse Exhibitor permission to move in and set up and exhibit if the Exhibitor is in arrears of any payment.

**Insurance Requirements and Exhibitor Appointed Contractors**

- a) Exhibitors shall carry their own insurance to cover exhibit material against damage and loss, and public liability insurance of at least \$1 million per occurrence and \$1 million aggregate, against injury to the person and property of others.
- b) The Exhibitor shall, at its sole cost and expense, procure and maintain through the terms of the contract for exhibit space, workers' compensation insurance in full compliance with all federal and state laws governing all of the Exhibitor's employees engaged in performance of work for the Exhibitor.
- c) Policies shall list the TOA as a named additional insured.
- d) Carrier must be licensed to do business in Texas.
- e) If requested by the TOA, Exhibitor may be required to submit a certificate of insurance evidencing the required insurance.
- f) Exhibitor Appointed Contractors (EAC) are individually required, at their own expense, to secure and maintain insurance coverage equivalent to that listed above, and may also be asked to furnish a certificate of insurance.
- g) Any EAC must adhere to and will be bound by the Rules and Regulations and terms stated in this contract.
- h) Exhibitors will be responsible for their EAC's.

**Liability for Damages or Loss of Property.** The exhibitor shall protect, indemnify, and hold harmless TOA, the hotel, and the respective employees and agents from any and all liability, loss, damage, or expense by reason of any injury or injuries sustained by any persons or property or loss of property or income that might be derived therefrom occurring in or about the exposition premises or entrances thereto or exits therefrom, including that caused by resulting from the negligence of TOA. The hotel shall not be responsible or liable for any injury, loss, or damage to any property or person brought in by the exhibitor or otherwise located in the exhibition premises.

**Exhibit Booth Details**

- a) Each Exhibitor will be provided with a 6' by 24" draped table, two chairs, and an electrical outlet if needed. Exhibitors must conform to this or equivalent floor space.
- b) Telephone service, decorating services, and internet connections are not provided by the TOA.
- c) Security guard services are not provided by the TOA. All items brought into the facility are done so at the Exhibitor's own risk. The Exhibitor is solely responsible for the security and safeguarding of their exhibit and its contents at all times.